

AGENDA
MORGAN COUNTY BOARD OF COUNTY COMMISSIONERS
ASSEMBLY ROOM, ADMINISTRATION BUILDING
231 ENSIGN STREET, FORT MORGAN, CO 80701
TUESDAY, OCTOBER 20, 2020

The County Will Be Abiding By the Social Distancing Requirements in Public Health Order 20-28 for This Meeting. Due To Limited Space In The Assembly Room, Remote Attendance Is Encouraged. If You Have Any Questions Regarding Attending The Meeting, Please Contact Karla Powell at 970-542-3500.

To participate in the Citizen's Comment Period you must connect via Zoom Conferencing Access Information: <https://us02web.zoom.us/j/88202909043> If you cannot connect via Zoom, you may submit written public comment to morgancountybcc@co.morgan.co.us by email by 4 p.m. on Monday October 19, 2020.

To participate in Public Hearings you may connect via Zoom Conferencing Access Information: <https://us02web.zoom.us/j/88202909043> to listen via phone, please dial: 1-312-626-6799, Meeting ID: 882 0290 9043

To watch and/or listen to the meeting but not participate, you may do so by connecting via Zoom Conferencing Access Information: <https://us02web.zoom.us/j/88202909043> or to listen via phone, please dial: 1-312-626-6799, Meeting ID: 882 0290 9043

9:00 A.M.

A. WELCOME – CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL:

**Commissioner Arndt
Commissioner Becker
Commissioner Zwetzig**

The Board of Morgan County Commissioners will convene as the Morgan County Board of Social/Human Services in the matter of:

- 1. CALL TO ORDER**
- 2. Consideration of Approval –DHS MINUTES dated September 15, 2020**
- 3. Consideration of Approval – DHS WARRANTS August 2020 (Susan Nitzel, Accounting Manager)**

*Any meeting or event scheduled to be held at the Commissioners' Offices (218 West Kiowa Avenue, Fort Morgan, CO) will be relocated to a site with handicapped access upon request. For special assistance for the Morgan County Board of Commissioners meeting, please notify us at least 48 hours before the scheduled agenda item. Please call (970)542-3500, extension 1410, to request accommodations for any of the two locations.

Prepared By: Karla Powell, Administrative Services Manager
Agenda Posted On Thursday October 15, 2020 @ 1:00 P.M.

4. Consideration of Approval – DHS CERTIFICATION OF PROVIDER AND VENDOR BENEFIT AUTHORIZATIONS August 2020 (Susan Nitzel, Accounting Manager)

STAND IN RECESS

(*Recess as necessary)

B. CITIZEN'S COMMENT PERIOD

Citizens are invited to speak to the Commissioners on non-agenda items. There is a 3 minute time limit per person, unless otherwise noted by the Chairman. Please note that no formal action will be taken on these items during this time due to the open meeting law provision; however, they may be placed on future posted agenda if action is required.

C. ADOPTION OF THE AGENDA

D. CONSENT AGENDA

All matters under the consent agenda are considered to be routine by the Board of County Commissioners and will be enacted with a single vote. There will be no separate discussion of these items. If discussion is deemed necessary, any Board member may ask that the item be removed from the Consent Agenda and considered separately:

1. Ratify the Board of County Commissioners approval of meeting minutes dated October 6, 2020
2. Ratify the Board of County Commissioners approval of Contract 2020 CNT 125 American Veteran Environmental, Term of Contract October 8, 2020 through completion
3. Ratify Chairman Mark Arndt's signature on the Certification of Local Government Approval for Nonprofit Organizations Receiving ESG Funds from State Sub-recipients signed October 7, 2020
4. Ratify Commissioner Mark Arndt's signature on Town of Wiggins License Agreement, signed October 14, 2020
5. Ratify Commissioner Mark Arndt's signature on 2021 Colorado Counties Casualty & Property Pool Network/Privacy/Media Content Liability Insurance Application, signed October 14, 2020
6. Ratify Commissioner Mark Arndt's signature on Storm Water Inspection Form, Inspection Date October 13, 2020
7. Ratify Commissioner Mark Arndt's signature on Special Waste Acceptance Application-Western Cleanup, signed October 14, 2020
8. Ratify Commissioner Mark Arndt's signature on Special Waste Acceptance Application-Gary DeJohn Jr., signed October 14, 2020
9. Ratify the Board of County Commissioners approval on assignment of debt collections to Wakefield and Associates, Client #200783

E. GENERAL BUSINESS AND ADMINISTRATIVE ITEMS

1. Morgan County Tourism Panel Appointment of Travis Caparo, Best Western Representative (Tourism Marketing Manager, Kristin Clifford-Basil)
2. Sheriff's Office Swearing-In of Officers (David Martin, Sheriff)

*Any meeting or event scheduled to be held at the Commissioners' Offices (218 West Kiowa Avenue, Fort Morgan, CO) will be relocated to a site with handicapped access upon request. For special assistance for the Morgan County Board of Commissioners meeting, please notify us at least 48 hours before the scheduled agenda item. Please call (970)542-3500, extension 1410, to request accommodations for any of the two locations.

Prepared By: Karla Powell, Administrative Services Manager
Agenda Posted On Thursday October 15, 2020 @ 1:00 P.M.

3. Consideration of Approval – **Bid Tabulations** – RFP 2020-1014-003 Propane Fuel (Bruce Bass, Public Works Director)

F. UNFINISHED BUSINESS

G. COUNTY OFFICIAL AND DEPARTMENT HEAD REPORTS

1. Commissioners Calendar for week of October 16, 2020 through October 27, 2020
2. Road Report
3. Dave Cornwell – Building Maintenance Director, Fairgrounds Volunteer Report
4. Legislative Update – Presented by Dusty Johnson, Northeast Area Representative for Congressman Ken Buck

9:30 AM

H. PUBLIC HEARING-continued from October 6, 2020

1. AGPROfessionals – Applicant

Innovative Properties LTD - Landowner

Legal Description - Located in the SW¹/₄ of the SW¹/₄ of Section 22, Township 3 North, Range 60 West of the 6th P.M. Morgan County, Colorado, and addressed as 14026 County Road 3, Wiggins, CO 80654. Parcel numbers 1223-220-00-007 and 1223-220-00-003

Reason - Use by Special Review to operate a commercial construction storage facility and associated offices on two parcels

Date of Application: June 24, 2020

I. ADJOURNMENT

*Any meeting or event scheduled to be held at the Commissioners' Offices (218 West Kiowa Avenue, Fort Morgan, CO) will be relocated to a site with handicapped access upon request. For special assistance for the Morgan County Board of Commissioners meeting, please notify us at least 48 hours before the scheduled agenda item. Please call (970)542-3500, extension 1410, to request accommodations for any of the two locations.

Prepared By: Karla Powell, Administrative Services Manager
Agenda Posted On Thursday October 15, 2020 @ 1:00 P.M.

State of Colorado)
) ss.
County of Morgan)

Date	Director, Jacque Frenier
HMS warrants	\$214,353.74
HMS payroll	\$154,245.83
Total warrants	\$368,599.57

[illegible]

Date

Chairman, Mark Arndt

Check Register**Morgan County Government**

24-Sep-20

From: 01-Aug-20 To: 31-Aug-20

Check No	Check Date	VendorNo	Vendor	Check Amount	Status
Bank Account: 10 SOCIAL SERVICES FUND					
1020161	05-Aug-20	9241	ARAPAHOE CO DEPT OF FI	\$2,046.00	R
1020162	05-Aug-20	4496	CHRIS G. BOHLEN	\$60.00	R
1020163	05-Aug-20	5267	HEWLETT-PACKARD COMP	\$9,200.00	R
1020164	05-Aug-20	8120	PATRICIA M CHASE	\$700.00	R
1020165	05-Aug-20	229	THYSSENKRUPP ELEVATO	\$483.16	R
1020166	12-Aug-20	9246	ALLO COMMUNICATIONS LL	\$220.35	R
1020167	12-Aug-20	6580	BABY BEAR HUGS	\$1,265.00	R
1020168	12-Aug-20	736	CENTURYLINK	\$52.06	R
1020169	12-Aug-20	5270	CINTAS	\$118.76	R
1020170	12-Aug-20	8914	CORPORATE TRANSLATION	\$334.29	R
1020171	12-Aug-20	9247	DISCOVER GOODWILL OF S	\$3,333.33	R
1020172	12-Aug-20	993	EDWARDS RIGHT PRICE MA	\$10.17	R
1020173	12-Aug-20	1035	HILL PETROLEUM	\$153.40	R
1020174	12-Aug-20	83	MORGAN COUNTY CENTRA	\$871.70	R
1020175	12-Aug-20	86	MORGAN COUNTY GENERA	\$7,657.98	R
1020176	12-Aug-20	1101	MORGAN COUNTY SHERIFF	\$14.50	R
1020177	12-Aug-20	1463	OFFICE DEPOT	\$1,029.24	R
1020178	12-Aug-20	1148	SERVICE MASTER	\$2,925.00	R
1020179	12-Aug-20	3003	VERIZON WIRELESS	\$160.04	R
1020180	19-Aug-20	9421	AMERICAN BIOIDENTITY IN	\$49.50	R
1020181	19-Aug-20	3629	C H S D A	\$3,325.00	R
1020182	19-Aug-20	736	CENTURYLINK	\$55.49	R
1020183	19-Aug-20	622	COLORADO STATE TREASU	\$19.83	R
1020184	19-Aug-20	503	GREAT COPIER SERVICE IN	\$152.94	R
1020185	19-Aug-20	9463	GRIFFITH CENTERS FOR C	\$277.50	R
1020186	19-Aug-20	8431	LEXISNEXIS RISK DATA MG	\$130.00	R
1020187	19-Aug-20	9406	MORGAN COUNTY TREASU	\$5,010.83	R
1020188	19-Aug-20	939	NE COLORADO CELLULAR, I	\$435.83	R
1020189	19-Aug-20	8658	SHRED IT US HOLDCO, INC	\$40.00	R
1020190	19-Aug-20	2657	WASHINGTON CO DEPT OF	\$70.00	R
1020191	19-Aug-20	8001	YNOSENCIA BARRAZA	\$200.00	R
1020192	26-Aug-20	8458	CENTER FOR HEALING TRA	\$100.00	R
1020193	26-Aug-20	1996	LABCORP	\$76.00	R
1020194	26-Aug-20	83	MORGAN COUNTY CENTRA	\$27,367.37	R
1020195	26-Aug-20	1463	OFFICE DEPOT	\$103.13	R
1020196	31-Aug-20	8387	AFLAC GROUP INSURANCE	\$222.96	R
1020197	31-Aug-20	209	AMERICAN FAMILY LIFE AS	\$436.23	R
1020198	31-Aug-20	8449	AMERICAN FIDELITY ASSUR	\$4,496.03	R

Check Register**Morgan County Government**

24-Sep-20

From: 01-Aug-20 To: 31-Aug-20

Check No	Check Date	VendorNo	Vendor	Check Amount	Status
1020199	31-Aug-20	8450	AMERICAN FIDELITY ASSUR	\$955.00	R
1020200	31-Aug-20	2391	C H P	\$62,333.34	R
1020201	31-Aug-20	9333	FRANCY LAW FIRM, PC	\$486.28	R
1020202	31-Aug-20	1104	MORGAN CO TREASURER	\$47,424.67	R
1020203	31-Aug-20	2006	MORGAN COUNTY TREAS	\$8,040.44	R
1020204	31-Aug-20	6164	MORGAN COUNTY TREASU	\$21,582.63	R
1020205	31-Aug-20	378	PREPAID LEGAL SERVICES	\$180.40	R
1020206	31-Aug-20	483	STERLING COMMUNITY	\$70.00	R
1020207	31-Aug-20	9375	TEXAS LIFE INSURANCE CO	\$77.36	R
Bank Total:				\$214,353.74	

CERTIFICATION OF PROVIDER, VENDOR AND BENEFIT AUTHORIZATIONS

State of Colorado)
) ss.
County of Morgan)

I, Jacque Frenier, Director of Human Services of Morgan County, Colorado, hereby certify that the payments as set forth on accounts listed below, on pages attached, are made to the respective payees in the amounts set opposite their names, and totaling the sum as indicated for the month of August, 2020. These are actual payments paid in the month of August, 2020. These payments may include benefits from prior months.

Date _____

Director- Jacques Frenier

Temporary Assistance for Needy Families (TANF)	\$105,468.00
Child Care	\$24,978.58
Foster Care	\$50,548.91
Sub Adopt/RGRDS	\$36,462.82
Core Services	\$19,054.08
LEAP	\$79,990.00
Aid to Needy Disabled (AND)	\$6,252.00
Old Age Pension (OAP)	\$31,869.63
Food Assistance Benefits (Food Stamps)	\$754,643.00
Employment 1st	\$00.00

Total	\$1,109,267.02
-------	----------------

APPROVAL BY COUNTY BOARD OF HUMAN SERVICES

State of Colorado)
) ss.
County of Morgan)

I, Mark Arndt, Chairman of the Board of Human Services of Morgan County, Colorado, hereby certify that the authorizations set forth herein have this date been approved, and reimbursement to the state for the county share in the amount listed above is approved.

Date _____

Chair

EBT-Provider, Vendor, Benefit Authorizations

	Jan-18	Feb-18	Mar-18	Apr-18	May-18	June-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	YTD total
TANF	\$50,715.00	\$45,460.75	\$45,209.00	\$43,800.00	\$39,252.00	\$39,850.00	\$41,408.00	\$76,505.98	\$46,328.00	\$46,871.00	\$47,957.00	\$43,836.00	\$567,192.73
Child Care	\$18,906.85	\$21,388.23	\$29,095.11	\$24,440.44	\$23,815.32	\$23,671.64	\$23,023.84	\$28,196.15	\$20,472.87	\$23,185.34	\$33,597.79	\$30,721.53	\$300,515.11
Foster Care	\$93,492.90	\$98,738.71	\$92,492.59	\$102,149.24	\$95,631.66	\$94,834.92	\$84,656.43	\$55,721.09	\$58,489.62	\$57,626.28	\$60,185.88	\$57,301.85	\$951,321.17
Sub Adopt/ RGRDS								\$33,918.65	\$33,929.19	\$32,829.60	\$33,923.92	\$32,829.60	\$167,430.96
Core Services	\$19,001.56	\$16,776.66	\$14,096.16	\$14,701.66	\$15,723.21	\$13,472.41	\$14,919.99	\$14,739.09	\$18,963.74	\$15,733.74	\$14,104.99	\$15,687.49	\$187,920.70
LEAP	\$24,039.21	\$75,403.84	\$10,969.15	\$5,236.52	\$102,887.01	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42,189.69	\$25,020.04	\$285,745.46
AND	\$6,944.29	\$6,425.94	\$5,791.00	\$6,024.45	\$6,316.69	\$7,340.65	\$7,557.00	\$7,444.39	\$8,194.25	\$8,211.70	\$8,755.00	\$9,889.68	\$88,895.04
OAP	\$33,453.38	\$33,679.80	\$36,603.08	\$34,068.82	\$31,104.68	\$31,212.31	\$32,052.21	\$39,216.76	\$35,851.94	\$33,774.31	\$37,550.40	\$35,272.98	\$413,840.67
Food Stamps	\$314,707.23	\$304,068.85	\$311,598.00	\$304,977.00	\$302,759.00	\$299,437.00	\$312,365.00	\$313,767.00	\$299,949.00	\$297,256.00	\$293,592.00	\$295,938.00	\$3,650,414.08
Empl 1st	\$425.00	\$550.00	\$625.00	\$375.00	\$300.00	\$550.00	\$325.00	\$405.00	\$50.00	\$250.00	\$125.00	\$25.00	\$4,005.00
Total	\$561,685.42	\$602,492.78	\$546,479.09	\$535,773.13	\$617,789.57	\$510,368.93	\$516,307.47	\$569,914.11	\$522,228.61	\$515,737.97	\$571,981.67	\$546,522.17	\$6,617,280.92
											monthly average	\$551,440.08	

	Jan-19	Feb-19	Mar-19	Apr-19	May-19	June-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	YTD total
TANF	\$38,913.00	\$46,839.00	\$41,794.00	\$42,779.00	\$45,783.00	\$51,292.00	\$56,479.58	\$52,229.00	\$51,672.00	\$50,973.00	\$48,753.00	\$48,272.50	\$575,779.08
Child Care	\$38,713.35	\$29,697.22	\$26,385.60	\$28,140.10	\$27,815.90	\$21,258.44	\$21,281.59	\$24,592.58	\$18,591.39	\$25,718.81	\$21,104.86	\$20,857.28	\$304,157.12
Foster Care	\$55,960.25	\$57,002.73	\$59,241.75	\$77,111.76	\$80,286.33	\$83,822.60	\$80,728.52	\$90,279.46	\$77,661.97	\$74,116.70	\$70,482.45	\$63,945.80	\$870,640.32
Sub Adopt/ RGRDS	\$34,245.92	\$34,409.07	\$31,079.16	\$33,956.28	\$33,829.98	\$34,850.89	\$32,855.70	\$33,950.89	\$35,780.89	\$32,677.95	\$34,409.71	\$33,419.30	\$405,465.74
Core Services	\$16,423.65	\$13,489.99	\$13,319.99	\$12,080.99	\$16,104.99	\$12,259.99	\$13,576.66	\$17,471.66	\$14,089.99	\$14,679.99	\$16,054.99	\$19,213.74	\$178,766.63
LEAP	\$21,926.65	\$76,567.61	\$6,432.99	\$10,712.25	\$51,736.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,169.18	\$23,885.48	\$227,430.56
AND	\$8,934.00	\$6,765.00	\$7,257.00	\$7,433.00	\$6,992.63	\$8,560.56	\$7,252.80	\$7,486.18	\$9,095.00	\$7,166.00	\$9,009.50	\$10,707.87	\$96,659.54
OAP	\$37,797.23	\$35,800.97	\$35,649.26	\$34,213.56	\$32,432.01	\$37,362.89	\$33,301.75	\$33,383.64	\$32,779.38	\$32,111.15	\$38,505.93	\$42,114.74	\$425,452.51
Food Stamps	\$288,803.00	\$289,351.00	\$293,861.00	\$281,232.00	\$283,434.00	\$283,471.00	\$278,495.00	\$278,461.00	\$276,556.00	\$283,025.00	\$285,387.00	\$286,067.00	\$3,408,143.00
Empl 1st	\$125.00	\$200.00	\$150.00	\$125.00	\$150.00	\$50.00	\$100.00	\$50.00	\$25.00	\$200.00	\$225.00	\$125.00	\$1,525.00
Total	\$541,842.05	\$590,122.59	\$515,170.75	\$527,783.94	\$578,565.24	\$532,928.37	\$524,071.60	\$537,904.41	\$516,251.62	\$520,668.60	\$560,101.62	\$548,608.71	\$6,494,019.50
											monthly average	\$541,168.29	

	Jan-20	Feb-20	Mar-20	Apr-20	May-20	June-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	YTD total
TANF	\$51,184.00	\$46,659.00	\$51,824.00	\$59,786.00	\$59,146.46	\$52,382.88	\$52,123.00	\$105,468.00					\$478,573.34
Child Care	\$29,483.64	\$25,504.78	\$24,337.59	\$41,993.73	\$34,784.12	\$34,065.68	\$33,474.26	\$24,978.58					\$248,622.38
Foster Care	\$55,457.11	\$53,342.41	\$45,333.45	\$50,107.23	\$47,906.42	\$46,425.93	\$48,438.70	\$50,548.91					\$397,560.16
Sub Adopt/ RGRDS	\$34,886.65	\$34,571.80	\$33,087.55	\$35,369.45	\$34,228.50	\$35,369.45	\$34,973.45	\$36,462.82					\$278,949.67
Core Services	\$15,791.87	\$17,974.29	\$23,713.18	\$19,404.99	\$18,739.08	\$18,614.08	\$18,717.49	\$19,054.08					\$152,009.06
LEAP	\$26,797.27	\$86,486.09	\$11,852.31	\$5,897.69	\$5,092.29	\$152,521.17	\$5,280.71	\$79,990.00					\$373,917.53
AND	\$9,646.00	\$8,654.47	\$7,737.59	\$7,337.00	\$9,242.00	\$9,842.00	\$7,977.40	\$6,252.00					\$66,688.46
OAP	\$35,048.50	\$37,312.60	\$34,472.98	\$34,760.51	\$32,919.94	\$39,918.26	\$32,006.62	\$31,869.63					\$278,309.04
Food Stamps	\$292,215.00	\$278,618.82	\$287,301.00	\$695,901.00	\$520,507.00	\$537,788.00	\$743,155.00	\$754,643.00					\$4,110,128.82
Empl 1st	\$225.00	\$25.00	\$175.00	\$100.00	\$0.00	\$0.00	\$25.00	\$0.00					\$550.00
Total	\$550,735.04	\$589,149.26	\$519,834.65	\$950,657.60	\$762,565.81	\$926,927.45	\$976,171.63	\$1,109,267.02	\$0.00	\$0.00	\$0.00	\$0.00	\$6,385,308.46
											monthly average	\$798,163.56	

EBT Last month to Current month comparison

Program	Cases	Aug 20	July 20	Difference
TANF		\$105,468.00	\$52,123.00	\$53,345.00
Child Care		\$24,978.58	\$33,474.26	(\$8,495.68)
Foster Care	21 / 16	\$50,548.91	\$48,438.70	\$2,110.21
Sub Adopt/ RGRDS	72 / 72	\$36,462.82	\$34,973.45	\$1,489.37
Core Services	99 / 88	\$19,054.08	\$18,717.49	\$336.59
LEAP		\$79,990.00	\$5,280.71	\$74,709.29
AND		\$6,252.00	\$7,977.40	(\$1,725.40)
OAP	127 / 132	\$31,869.63	\$32,006.62	(\$136.99)
Food Stamps	1385 / 1406	\$754,643.00	\$743,155.00	\$11,488.00
Empl 1st		\$0.00	\$25.00	(\$25.00)
Total		\$1,109,267.02	\$976,171.63	\$133,095.39

Year to Year By month

Program	Cases	Aug 20	Aug 19	Difference
TANF		\$105,468.00	\$52,229.00	\$53,239.00
Child Care		\$24,978.58	\$24,592.58	\$386.00
Foster Care	21 / 26	\$50,548.91	\$90,279.46	(\$39,730.55)
Sub Adopt/ RGRDS	68 / 68	\$36,462.82	\$33,950.89	\$2,511.93
Core Services	99 / 62	\$19,054.08	\$17,471.66	\$1,582.42
LEAP		\$79,990.00	\$0.00	\$79,990.00
AND		\$6,252.00	\$7,486.18	(\$1,234.18)
OAP	127 / 142	\$31,869.63	\$33,383.64	(\$1,514.01)
Food Stamps	1385 / 1137	\$754,643.00	\$278,461.00	\$476,182.00
Empl 1st		\$0.00	\$50.00	(\$50.00)
Total		\$1,109,267.02	\$537,904.41	\$571,362.61



MORGAN COUNTY BOARD OF COUNTY COMMISSIONERS

CERTIFICATE OF APPOINTMENT

This is to certify the Morgan County Board of County Commissioners has appointed:

Travis Capraro, Best Western, Representative

this 20th day of October, 2020, to serve on the Morgan County Tourism Panel Board. This appointment will expire on December 31, 2020.

Mark A Arndt, Chairman

Jon J. Becker, Commissioner

James P. Zwetzig, Commissioner

RFP 2020 1014 003

Propane Fuel

Bid Tabulation

October 20, 2020

Prepared by: _____

Karla Powell, Administrative Services Manager

Awarded: _____

Bid #1 CHS – Wiggins Office

Location	Fuel Type	MAXIMUM - Price per gallon **Delivered**
Weldona	Propane	\$0.94
Wiggins	Propane	\$0.94
Landfill	Propane	\$0.94

Bid#2 Hill Petroleum

Location	Fuel Type	MAXIMUM - Price per gallon **Delivered**
Weldona	Propane	\$1.091
Wiggins	Propane	\$1.09
Landfill	Propane	\$1.09

MORGAN COUNTY, COLORADO

Chairman

Commissioner

Commissioner

ATTEST:

Susan L. Bailey, Clerk to the Board
(seal)

Date: _____

COMMISSIONERS CALENDAR

October 9 2020 through October 20, 2020

October 16, 2020	9:30 a.m.	CTSI/CAPP Virtual Meeting - Zwetzig
October 19, 2020	10:30 a.m. 12:00 p.m. 1:00 p.m.	Office Meeting Building Maintenance Department Meeting Finance Department Meeting
October 20, 2020	9:00 a.m. 9:05 a.m. 9:30 a.m. 12:00 p.m.	DHS Financial Agency Meeting Board of County Commissioners Meeting (Assembly Room) (Please check https://morgancounty.colorado.gov/ for meeting options.) Planning and Zoning Hearing - Continued Innovative/Ag Pro Tourism Panel Board Meeting (Becker)
October 21, 2020	9:30 a.m. 1:00 p.m.	NECALG (Zwetzig) Planning and Zoning Director Meeting
October 22, 2020		No Meetings Scheduled
October 23, 2020	8:30 a.m. 9:00 a.m.	KSIR Radio Interview (Becker) CDOT/STAC (Becker)
October 26, 2020	9:30 a.m. 12:00 p.m. 1:30 p.m.	DHS Agency Meeting Brush Stakeholders Meeting Office Meeting
October 27, 2020	9:00 a.m. 10:30 a.m.	Board of County Commissioners Meeting (Assembly Room) (Please check https://morgancounty.colorado.gov/ for meeting options.) Human Resources Department Meeting

Unless otherwise noted, all meetings with department heads and other non-BOCC elected officials listed above may include an update on the status of the department, a general discussion of projects, any matters or concerns that the County needs to address, and activities and operations of the department.

Department meetings may be by conference call or virtual meeting upon request.

CALENDAR SUBJECT TO CHANGE DUE TO AGREEABLE CANCELLATIONS AND/OR WALK IN BUSINESS

****All meetings are held in the Commissioner's Office located at 218 West Kiowa Avenue, Fort Morgan unless otherwise noted**

Posted 10/15/2020 @ 1:00 P.M. by Karla Powell, Administrative Services Manager

*Any meeting or event scheduled to be held at the Commissioners' Offices (218 West Kiowa Avenue, Fort Morgan, CO) will be relocated to a site with handicapped access upon request. For special assistance for the Morgan County Board of Commissioners meeting, please notify us 48 hours before the scheduled agenda item. Please call (970)542-3500, extension 1410, to request accommodation.

**MORGAN COUNTY, COLORADO
BOARD OF COUNTY COMMISSIONERS**

RESOLUTION 2020 BCC 31

**A RESOLUTION APPROVING STOP SIGNS INSTALLED AT THE INTERSECTION OF
COUNTY ROAD 2 AND COUNTY ROAD O, MORGAN COUNTY, COLORADO.**

WHEREAS, the Board of County Commissioners of Morgan County, Colorado, are vitally interested in Highway safety, for the benefit of the traveling public, and

WHEREAS, the Board determines that it is for the best interests of the general public and the recommendation of the Morgan County Sheriff, the follow Resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED that due to traffic and safety, stop signs be placed at the following locations:

1. COUNTY ROAD 2 SOUTH OF COUNTY ROAD O, IN THE SOUTHEAST CORNER OF THE INTERSECTION STOPPING NORTHBOUND TRAFFIC ON COUNTY ROAD 2 AT COUNTY ROAD O
2. COUNTY ROAD O WEST OF COUNTY ROAD 2, IN THE SOUTHWEST CORNER OF THE INTERSECTION , STOPPING EASTBOUND TRAFFIC ON COUNTY ROAD O AT COUNTY ROAD 2
3. COUNTY ROAD O EAST OF COUNTY ROAD 2, IN THE NORTHEAST CORNER OF THE INTERSECTION, STOPPING WESTBOUND TRAFFIC ON COUNTY ROAD O AT COUNTY ROAD 2
4. RETAIN THE CURRENT STOP SIGN ON COUNTY ROAD 2 NORTH OF COUNTY ROAD O, IN THE NORTHWEST CORNER OF THE INTERSECTION, STOPPING SOUTHBOUND TRAFFIC ON COUNTY ROAD 2 AT COUNTY ROAD O

BE IT FURTHER RESOLVED that the proper law enforcement agencies be and hereby authorized and empowered to enforce compliance with this Resolution.

Dated this 10th day of November, 2020.

**BOARD OF COUNTY COMMISSIONERS
MORGAN COUNTY, COLORADO**

Mark A. Arndt, Chairman

Jon J. Becker, Commissioner

James P. Zwetzig, Commissioner

ATTEST:

(SEAL)

Susan L. Bailey, Clerk to the Board

Morgan County

Intersection of County Road 2 and County Road O

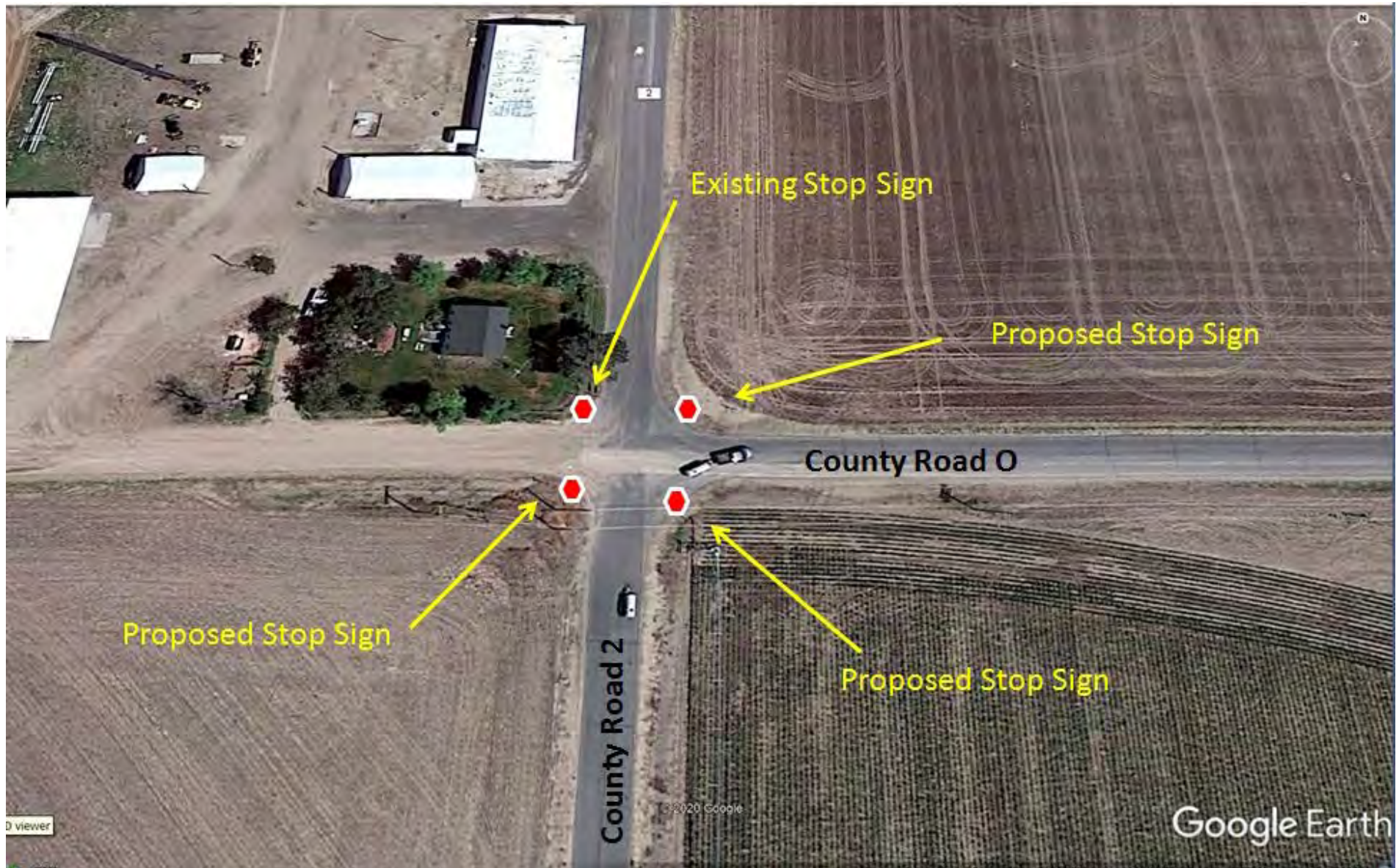
Proposed Stop Sign Changes (Page 1 of 2)

Current Configuration



Morgan County
Intersection of County Road 2 and County Road O
Proposed Stop Sign Changes (Page 2 of 2)

Proposed Configuration





MORGAN COUNTY SHERIFF'S OFFICE

*"Integrity and Professionalism-
Our Foundation For Service"*

www.morgansheriff.net

Dave Martin, Sheriff
801 E. Beaver Avenue
Fort Morgan, CO 80701
970-542-3448
dmartin@co.morgan.co.us

Date: October 2, 2020
To: Board of Morgan County Commissioners
From: Sheriff Dave Martin
Re: Stop Sign

I was asked to look at the intersection of Morgan County Road 2 and Morgan County Road O regarding traffic control. This is a four way intersection with one stop sign for southbound traffic on Mcr. 2 at this intersection. East bound has a Yield sign as does north bound but there is nothing for west bound.

After looking at this intersection, I would recommend that a four way stop be enacted in this location with appropriate warning signs from all directions prior to the intersection.

I believe that stop signs at this intersection will slow the traffic down in this area and avoid any accidents from excessive speeds at this intersection.



**MORGAN COUNTY
PLANNING AND BUILDING DEPARTMENT
BOARD OF MORGAN COUNTY COMMISSIONERS**

**FILE SUMMARY
October 19, 2020
October 20, 2020 (meeting date)**

**APPLICANTS: AGPROfessionals
LANDOWNERS: Innovative Properties, Ltd.**

On October 6, 2020 the Board continued this hearing pending the receipt of additional information which was received on Thursday, October 15, 2020. The Board requested that the Site Plan be resubmitted showing all items as required pursuant to requirements of the mapping requirements of the zoning regulations.

The resubmitted items include:

1. Floodplain Development Permit application
2. Title Work – dated April 20, 2020
3. Right to Farm
4. Updated permit narrative
5. Updated site plan for the Special Use and the Floodplain Permit

Items that are deficient and required to be shown on the site plan include:

- a. Date of drawing preparation
- b. Surveyed legal description of special use area
- c. South access location shown in ditch location
- d. Vicinity map to show SUP location
- e. Setback distances – shop does not appear to meet the setback requirement from the exemption property line
- f. Trash location

On August 10, 2020 Planning Commission considered this application for a special use to allow a commercial construction shop and storage facility. On a vote of 4 in favor and 2 opposed the Planning Commission recommends approval of this application. The August 10, 2020 minutes, as approved by Planning Commission, are included in the packet

There has been a complaint filed on the property for outside storage of construction equipment that is not permitted in the Agriculture Production zone district. That complaint is included in your packets. At the Planning Commission there were two people in attendance that spoke in opposition to the application. The concerns that were expressed:

1. Property values
2. Amount of construction equipment being stored outside
3. Tanks
4. Drainage in floodplain
5. Dirt work that has been occurring
6. Traffic
7. Property has been residential and agriculture use
8. Stormwater permits
9. Fuel tank storage
10. Noise
11. Assumption by applicant and brought in equipment

Applicant's consultant responded to concerns stating:

1. Noise is not an issue
2. Not aware that fill dirt has been brought onto the site
3. Moving equipment onto site was out of necessity
4. Visual screening of some sort for equipment would be considered
5. Floodplain permitting had not been started

Application Overview

Innovative Properties as landowner and AGPROfessionals as applicant's consultant have submitted an application for a Special Use Permit for approval of a commercial construction shop and storage facility. The application is for two adjacent parcels owned by Innovative Properties, 1223-322-00-007 (Parcel 1) and 1223-322-00-003 (Parcel 2).

The property is zoned Agriculture Production Parcel 1 is 38.48 acres, Parcel 2 is 1.5 acres both located in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 22 Township 3 North, Range 60 West of the 6th P.M. Morgan County, Colorado addressed as 14026 County Road 3, Wiggins, CO 80654.

Parcel 1 will be used for outside storage and the existing gravel rock area to be used for storage will be expanded. Parcel 2 is a residential structure that will be used for an office and a fenced storage area. The applicant estimates a total of seven acres will be used for the facility.

- a. Pursuant to Section 2-325, any use, not designated as a Use by Right, Accessory Use, Conditional Use and Use by Special Review or not otherwise prohibited in a particular zone, may be approved as a Use by Special Review pursuant to the criteria and procedures as established by these Regulations.

- b. Pursuant to Section 3-175, Parcels smaller than 20 acres does not list storage of oil field equipment and maintenance as a Use by Right, Conditional Use or Use by Special Review.

Criteria – Special Use Permits

The following criteria are to be used by the Planning Commission and the Board of County Commissioners when reviewing an application for a Special Use Permit.

- (A) The use and its location as proposed are in conformance with the Morgan County Comprehensive Plan. The property is located in the southwest planning area of the west activity center.

Chapter 2

2.II.A - Economic Development

Goal – Diversify the economy in Morgan County to broaden business employment opportunities for residents and to further economic growth.

This project will support economic development by providing a location for equipment storage and service while providing an estimated six full-time employment positions.

2.II.C

Goal - To encourage development where it is in proximity to the activity centers, compatible with existing land use, and there is access to established public infrastructure.

Agriculture Production zoning is on all sides of the property. Morgan County REA operates a substation to the west of the property. The property is located adjacent to existing infrastructure, roads and Morgan County Quality Water.

Goal - The County will encourage the preservation of agriculture production lands in balance with pressure for land use changes to higher intensity development.

Because this project is adjacent to other similar uses and proposes to use the existing farm ground as buffer, this supports the preservation of agriculture.

- (B) All the application documents are complete and present a clear picture of how uses are to be arranged on the site or within Morgan County.
- (C) The Site Plan conforms to the district design standards of these Regulations.
The entire property is within the 100 year floodplain, floodplain permitting will be required for any development on the property. Make note of floodplain on the plans.
- (D) All on and off-site impacts have been satisfactorily mitigated either through agreement, public improvements, site plan requirements or other mitigation measures.
- (E) The special use proposed has been made compatible with the surrounding uses and adequately buffered as determined by the County.
The project proposes to preserve the adjacent farm ground of approximately 31 acres to provide a buffer to properties further north. County Road O provides a buffer to the agriculture uses to the south and east.

- (F) The special use poses only the minimum amount of risk to the public health, safety and welfare as set by federal, state or county regulation, whichever is the strictest.
- (G) The special use proposed is not planned to be developed on a non-conforming parcel. *This operation proposes the use of two properties, Parcel 1, is farm ground of approximately 38 acres of which approximately 6 acres will be permitted under this Special Use application for outside storage and equipment maintenance. Parcel 2 has an existing home on it that will be used as an office.*
- (H) The applicant has adequately documented a public need for the project, all pertinent technical information, adequate financial resources to implement it, and has paid all fees and review costs levied by the County for application processing and review. *Storage is necessary for storage of this sort of equipment due to the recent economic decline.*
- (I) For any special use requiring a supply of water that the applicant has demonstrated a source of water which is adequate for the proposed use in terms of quantity and reliability and in the case of human consumption, quantity, quality, and reliability. *There is an existing Morgan County Quality Water tap on the property that will be monitored for possible increase to a commercial tap.*

Recommendation and conditions

Suggested conditions if Planning Commission recommends approval to the County Commissioners:

1. The applicant shall obtain necessary permits and comply with the requirements and conditions of those permits as determined by other governmental agencies with jurisdiction over this operation.
2. A surveyed drawing shall be required for recording purposes to delineate/define the boundary of the area to be used for storage on Parcel 1.

On August 10, 2020 Planning Commission considered this application for a special use to allow a commercial construction shop and storage facility. On a vote of 4 in favor and 2 opposed the Planning Commission recommends approval of this application.

Pam Cherry

Pam Cherry, MPA, CFM
Planning, Zoning and Floodplain Administrator



MORGAN COUNTY
PLANNING, ZONING & BUILDING DEPT.
231 Ensign, P.O. Box 596
Fort Morgan, Colorado 80701
PHONE (970) 542-3526 FAX (970) 542-3509
E-mail: pcherry@co.morgan.co.us

Filing Deadline _____

Meeting Date _____

Administrative Review ☐

FLOODPLAIN DEVELOPMENT PERMIT APPLICATION

APPLICANT

Name Shannon Toomey - AGPROfessionals
Address 3050 67th Avenue
Greeley, CO 80634
Phone (970) 535-9318
Email stoomey@agpros.com

LANDOWNER

Name Innovative Properties Ltd.
Address 199 Paloma Avenue
Brighton, CO 80601
Phone (303) 909-1714
Email djackson@innovate-solve.com

TECHNICAL INFORMATION

Address of property or general location 14026 MCR 3, Wiggins, CO 80654 Zone District A
Size of property (Sq. Ft. or Acres) 40 acres
Complete Property Legal Description and Parcel #. If necessary, attach to application and label "Exhibit 2": _____
Legal: Subdivision: _____ Lot: S 22 T 3N R 60W 1/2 SW 1/4 SW 1/4
Parcel # 122322000003 & 122322000007
Floodplain Zone AE Base Flood Elevation N/A Elevation Required for Lowest Flood N/A
Floodplain Zone A Highest Adjacent Grade Elevation 4,568' Elevation Required for Lowest Floor N/A
Watercourse Name Kiowa Creek FIRM Map # 08087C0555D
Required setbacks: Front 30' Side L 25' Side R 25' Rear 20'

APPLICANT'S STATEMENT

I certify that the information and exhibits I have submitted are true and correct to the best of my knowledge. Landowner is notified any drainage associated with property in the past, existing or in the future, is the responsibility of landowner and not that of Morgan County. Applicant must be signed by landowner.

Shannon Toomey 10/13/2020
Applicant Signature Date

[Signature] 10/13/20
Landowner Signature Date

Applicant Signature Date Landowner Signature Date

Date Received _____ Received By _____ Fee Payment _____ Check # _____

Fee Paid By _____

Comments / Other Permits Required _____

Planning Administrator _____

FP permit # _____



MORGAN COUNTY
PLANNING, ZONING & BUILDING DEPT.
231 Ensign, P.O. Box 596
Fort Morgan, Colorado 80701
PHONE (970) 542-3526 FAX (970) 542-3509

MORGAN COUNTY RIGHT TO FARM POLICY / NOTICE

Morgan County is one of the most productive agricultural counties in Colorado. Ranching, farming, animal feeding, and all other manner of agricultural activities and operations in Morgan County are integral and necessary elements of the continued vitality of the county's economy, culture, landscape and lifestyle. Morgan County specifically recognizes the importance of agricultural operations as necessary and worthy of recognition and protection.

Landowners, residents and visitors must be prepared to accept as normal the effects of agriculture and rural living. These may include noise from tractors, equipment, and aerial spraying sometimes at night or in the early morning; dust from animal pens, field work, harvesting, and gravel roads; odor from animal confinement operations, silage and manure; smoke from ditch burning; flies and mosquitoes; the use of pesticides and fertilizers, including aerial spraying; and movement of livestock or machinery on public roads. Under the provisions of the State of Colorado's "Right to Farm" law (Section 35-3.5-101 and following, C.R.S.), all normal and non-negligent agricultural operations may not be considered nuisances.

Also public services in a rural area are not at the same level as in an urban or suburban setting. Road maintenance may be at a lower level, mail delivery may not be as frequent, utility services may be nonexistent or subject to interruption, law enforcement, fire protection and ambulance service will have considerably longer response times, snow may not be removed from county roads for several days after a major snow storm. First priority for snow removal is that school bus routes are normally cleared first.

Children are exposed to different hazards in a rural setting than they are in an urban or suburban area. Farm and oilfield equipment, ponds, and irrigation ditches, electrical service to pumps and oil field operations, high speed traffic, noxious weeds, livestock, and territorial farm dogs may present real threats to children. It is necessary that children's activities be properly supervised for both the protection of the children and protection of the farmer's livelihood.

All rural residents and property owners are encouraged to learn about their rights and responsibilities and to act as good neighbors and citizens of Morgan County. This includes but is not limited to obligations under Colorado State law and Morgan County Zoning Regulations regarding maintenance of fences, controlling weeds, keeping livestock and pets under control. There may be provisions of which you are unaware. For example, because Colorado is a Fence Law State, owners of property may be required to fence livestock out.


Information regarding these topics may be obtained from the Colorado State University Cooperative Extension Office, the County Planning and Zoning Department, and the County Attorney.

RECEIPT AND STATEMENT OF UNDERSTANDING

I hereby certify that I have received, read, and understood the Morgan County Statement of Policy and Notice regarding Right to Farm.

I further state that I am aware that the conditions of living in an unincorporated area are different than living in a town or city and that the responsibilities of rural residents are different from urban or suburban residents. I understand that under Colorado law that a pre-existing, non-negligent agricultural operation may not be considered a public or private nuisance.

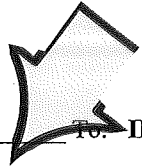
To Be Signed by Landowner


Signature _____ Date 5/5/20
Dennis Jackson F/Innovative Properties
Printed Name _____
14026 CR3
Address _____
Wilkins, CO 80654

NORTHERN COLORADO TITLE SERVICES CO., INC.
130 W. KIOWA AVE., FORT MORGAN, COLORADO 80701
Phone No. 970-867-0233 Fax No. 970-867-7750

DATE: April 22, 2020
ORDER #: NCT22006
PROPERTY ADDRESS: 14026 COUNTY ROAD 3, WIGGINS, COLORADO, 80654

OWNER/PURCHASER: LESLIE D. WALTER
INNOVATIVE PROPERTIES LTD



PLEASE DELIVER TO THE FOLLOWING CUSTOMERS:

To: INNOVATIVE PROPERTIES LTD
199 PALOMA AVE
BRIGHTON, CO 80601

ATTN:

Fax#:

____ To:

ATTN:

Fax#:

____ To:

ATTN:

Fax#:

____ To:

ATTN:

Fax#:

____ To:

ATTN:

Fax#:

ATTACHED PLEASE FIND THE FOLLOWING ITEM(S) IN CONNECTION WITH THE ABOVE CAPTIONED ORDER. SHOULD YOU HAVE ANY QUESTIONS REGARDING THE ATTACHED DOCUMENTATION, PLEASE CONTACT LINDA, SHARON, LISA OR SHERYL. FOR CLOSING ASSISTANCE, PLEASE CONTACT LINDA OR LISA. WE APPRECIATE YOUR BUSINESS VERY MUCH AND LOOK FORWARD TO SERVING YOU IN THIS TRANSACTION.

E-MAIL ADDRESS FOR CLOSING DOCUMENTS: CLOSING@NCTS.COM

HAVE A WONDERFUL DAY!!!

____ COMMITMENT
AMT DUE IS ON SCHEDULE A (INVOICE)

____ OWNERS TITLE POLICY

____ PROPERTY REPORT
-AMT DUE IS ON PROPERTY REPORT (INVOICE)

____ MORTGAGEES TITLE POLICY

____ MORTGAGE/FORECLOSURE GUARANTY

____ DOCUMENTS

____ SURVEY/ILC

____ OTHER / INVOICE



**NORTHERN COLORADO TITLE
SERVICES CO., INC.
130 WEST KIOWA AVENUE
FORT MORGAN, COLORADO 80701
TELEPHONE (970) 867-0233 *** FAX (970) 867-7750**

April 22, 2020

File No: NCT22006

DEAR INNOVATIVE PROPERTIES LTD:

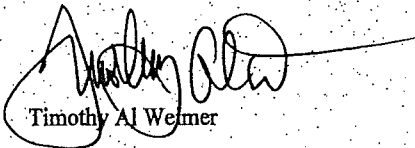
Enclosed is your Policy of Title Insurance. This policy contains important information about the Real Estate Transaction you have just completed, it is your guarantee of ownership. Please read it and retain it with your other valuable papers.

A complete and permanent file of the records concerning your transaction will be maintained in our office. These records will assure prompt processing of future title orders and save much valuable time should you wish to sell or obtain a loan on your property. Visit or call our office and simply give us your personal policy file number shown above.

We appreciate the opportunity of serving you and will be happy to assist you in any way with your future title service needs.

Very Truly Yours,

NORTHERN COLORADO TITLE SERVICES C O . , INC.



Timothy Al Weimer

President

ENCLOSURE

ALTA OWNER'S POLICY OF TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, STEWART TITLE GUARANTY COMPANY, a Texas corporation, (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionIf a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.

Countersigned by

Authorized Countersignature

Northern Colorado Title Services Co, Inc

Company Name

130 West Kiowa Avenue

Fort Morgan, CO 80701

City, State



Frederick H. Eppinger
President and CEO

Denise Carraux
Secretary

For coverage information or assistance resolving a complaint, call (800) 729-1902 or visit www.stewart.com. To make a claim, furnish written notice in accordance with Section 3 of the Conditions. For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

COVERED RISKS - Continued

9. Title being vested other than as stated in Schedule A or being defective
- (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.
- The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) the term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) with regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
 - (i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

- (ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
 - (i) the Amount of Insurance; or
 - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
 - (i) the Amount of Insurance shall be increased by 10%, and
 - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.
- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.


17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at Claims Department at P.O. Box 2029, Houston, TX 77252-2029.



 → title guaranty company	Owners Policy of Title Insurance
	ISSUED BY Stewart Title Guaranty Company
Schedule A	POLICY NUMBER O-0000467329248

Policy No.:	Date of Policy:	Premium:	Amount of Insurance:
O-0000467329248	January 29, 2020 at 4:00 p.m.	\$1,317.00	\$425,000.00

Agent's File No.:
NCT22006

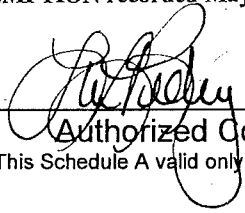
- Name of Insured:
INNOVATIVE PROPERTIES LTD
- The estate or interest in the land described in this Schedule and which is covered by this policy is:
Fee Simple
- Title to the estate or interest in the land is vested in:
INNOVATIVE PROPERTIES LTD
- The land referred to in this policy is described as follows:

PARCEL A:

A parcel of land in the SW1/4 SW1/4 of Section 22, Township 3 North, Range 60 West of the 6th P.M., Morgan County, Colorado, more particularly described as follows: Commencing at a point on the West line of the SW1/4 of Section 22 which bears North 90.0 feet from the Southwest corner of Section 22; thence N89°03'E 308.0 feet; thence North 215.0 feet; thence S89°03'W 308.0 feet to a point on the West line of the SW1/4 of Section 22; thence South 215.0 feet to the point of beginning. Said parcel shown on SUBDIVISION EXEMPTION recorded May 27, 1994 in Book 968 at Page 545.


PARCEL B:

The SW1/4SW1/4 of Section 22, Township 3 North, Range 60 West of the 6th P.M., Morgan County, Colorado, EXCEPT A parcel of land in the SW1/4 SW1/4 of Section 22, Township 3 North, Range 60 West of the 6th P.M., Morgan County, Colorado, more particularly described as follows: Commencing at a point on the West line of the SW1/4 of Section 22 which bears North 90.0 feet from the Southwest corner of Section 22; thence N89°03'E 308.0 feet; thence North 215.0 feet; thence S89°03'W 308.0 feet to a point on the West line of the SW1/4 of Section 22; thence South 215.0 feet to the point of beginning. Said parcel shown on SUBDIVISION EXEMPTION recorded May 27, 1994 in Book 968 at Page 545.

By: 
 Authorized Countersignature
 (This Schedule A valid only when Schedule B is attached)

ISSUED BY: NORTHERN COLORADO TITLE SERVICES CO., INC.
 130 W. KIOWA AVE.
 FORT MORGAN, COLORADO 80701
 TELEPHONE : 970-867-0233 - FACSIMILE: 970-867-7750

5-11-2020

	Owners Policy of Title Insurance
	ISSUED BY Stewart Title Guaranty Company
Schedule A	POLICY NUMBER O-0000467329248

**SCHEDULE B – PART 1
EXCEPTIONS FROM COVERAGE**

Policy No: O-0000467329248

Order No: NCT22006

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. INTENTIONALLY DELETED.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be ascertained by persons in possession of the Land.
3. Easements, or claims of easements, not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Any and all unpaid taxes, assessments and unredeemed tax sales.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; (d) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the Public Records or listed in Schedule B.

< NOTE: ITEMS NUMBERED 2-5 ARE HEREBY OMITTED. >

8. Reservation as contained in United States Patent recorded JUNE 29, 1920 in Book 155 at Page 223 as follows: Right of way for ditches or canals constructed by the authority of the United States.

9. Right of way for ROAD purposes as specified in ROAD PETITION recorded APRIL 16, 1912 in Book 73 at Page 40, said road to be not less than 60 feet in width.

10. Easement and right of way for ELECTRIC TRANSMISSION LINE purposes as granted by VIOLET HOLDEN to THE UNITED STATES OF AMERICA as contained in instrument recorded MARCH 11, 1940, in Book 382 at Page 207, the location of said easement and right of way are more specifically defined in said document.

11. Easements for utility and access purposes as shown on the recorded IMPROVEMENT SURVEY PLAT, recorded in Book 3 at Page 18.

12. Oil and Gas Lease between VIOLET HOLDEN and SUNDANCE OIL COMPANY, recorded AUGUST 26, 1971 in Book 724 at page 853, and any and all assignments thereof or interests therein. NOTE: The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

13. Oil and Gas Lease between GARY A. WALTER and LESLIE D. WALTER and CHESAPEAKE EXPLORATION LLC, recorded SEPTEMBER 8, 2011 at Reception No. 870961, and any and all assignments thereof or interests therein. Said Lease was re-recorded SEPTEMBER 9, 2011 at Reception No. 870979. NOTE: The Company makes no representation as to

the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

14. Easement and right of way for COMMUNICATION purposes as granted by GARY A. WALTER and LESLIE D. WALTER to WIGGINS TELEPHONE ASSOCIATION as contained in instrument recorded JANUARY 19, 2009 at Reception No. 853624, the location of said easement and right of way are more specifically defined in said document.

15. Burdens, obligations, terms, conditions, stipulations and restrictions of any and all unrecorded LEASES AND TENANCIES.

16. Right of way and rights incidental thereto for County Roads 30 feet on either side of Section and Township lines as established by the Board of County Commissioners of Morgan County, Colorado, in instrument recorded May 6, 1907 in Book 62 at page 109.

17. NOTE: The following notices pursuant to CRS 9-1.5 103 concerning underground facilities have been filed with the Clerk and Recorder. These statements are general and do not necessarily give notice of underground facilities within the subject property: (A) MOUNTAIN BELL TELEPHONE COMPANY RECORDED OCTOBER 2, 1981 IN BOOK 821 AT PAGE 502; (B) PUBLIC SERVICE COMPANY OF COLORADO RECORDED OCTOBER 2, 1981 IN BOOK 821 AT PAGE 514; (C) MORGAN COUNTY RURAL ELECTRIC ASSOCIATION RECORDED JANUARY 22, 1982 IN BOOK 825 AT PAGE 656; AND (D) WIGGINS TELEPHONE ASSOCIATION RECORDED OCTOBER 9, 1992 IN BOOK 947 AT PAGE 824.

ANTI-FRAUD STATEMENT: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

This anti-fraud statement is affixed to and made a part of this policy.

Floodplain Development Permit Narrative

Prepared for Innovative Properties Ltd.

The subject property is currently a non-urbanizing, agricultural property containing a 1,742 sq. ft. residence, a 1,008 sq. ft. shed, and a 4,000 sq. ft. shop. There is an existing gravel area that will be used for outdoor storage and staging of portable power equipment. There is also a former corral that will serve as a fenced storage area. These structures and storage areas are identified on the site plan included with this Floodplain Development Permit application. We are requesting this permit to allow for outdoor storage of portable equipment and the addition of less than 1 inch of crushed concrete over approximately 61,800 sq. ft. in the Zone A floodplain.

The driveway areas and the non-fenced storage area have been improved with less than 1 inch of crushed concrete to provide traction and minimize mud on driving and outdoor storage surfaces. No change has been made to the site's existing elevation or contours. No grading or expansion of the existing gravel area is proposed at this time. In the future, if additional gravel area is needed for outdoor storage, the owners will obtain the appropriate grading and floodplain development permits required to expand the existing gravel area.

A Drainage Report was prepared by a professional engineer as part of the Special Use Permit application submitted for this site. The calculated increases in percent imperviousness and peak flows resulting from proposed site development assumed a maximum of 156,816 sq. ft. of gravel area for storage and driving surfaces. Currently, the gravel storage area and driving surfaces occupy only 61,800 sq. ft., less than half the area included in the Drainage Report calculations. As summarized in the Drainage Report, the site's imperviousness would increase by only 4% and the 100-year peak flow would increase by less than 2% if the entire 156,816 sq. ft. area were improved with gravel. The property owners have no plans to increase the gravel area at this time as the existing 61,800 sq. ft. is sufficient for their storage needs.

Due to these calculated minimal increases in percent imperviousness and peak flow, stormwater detention was not recommended. Given that the actual gravel area is far smaller than the area used in the Drainage Report calculations, increases in percent imperviousness and peak flow are likely even lower than calculated. In addition, runoff flows north across approximately 38 acres of agriculturally productive land prior to leaving the property. The vegetated land filters and reduces the energy of the flow off the existing buildings and gravel area prior to the flow exiting the property. Therefore, an excess of historic flow is not anticipated, and a detention pond is not proposed.

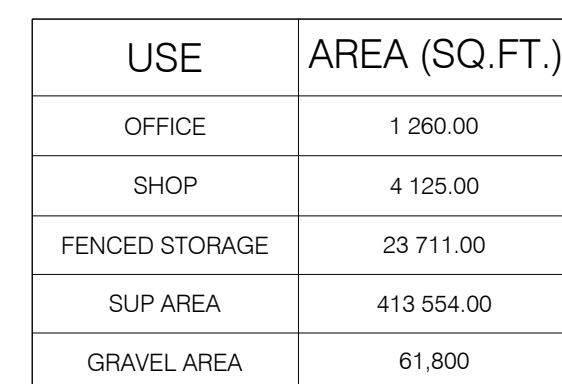
ENGINEERING, PLANNING, CONSULTING & REAL ESTATE

HQ & Mailing: 3050 67th Avenue, Suite 200, Greeley, CO 80634 | 970.535.9318 office | 970.535.9854 fax

Idaho: 195 River Vista Place, #306, Twin Falls, ID 83301 | 208.595.5301

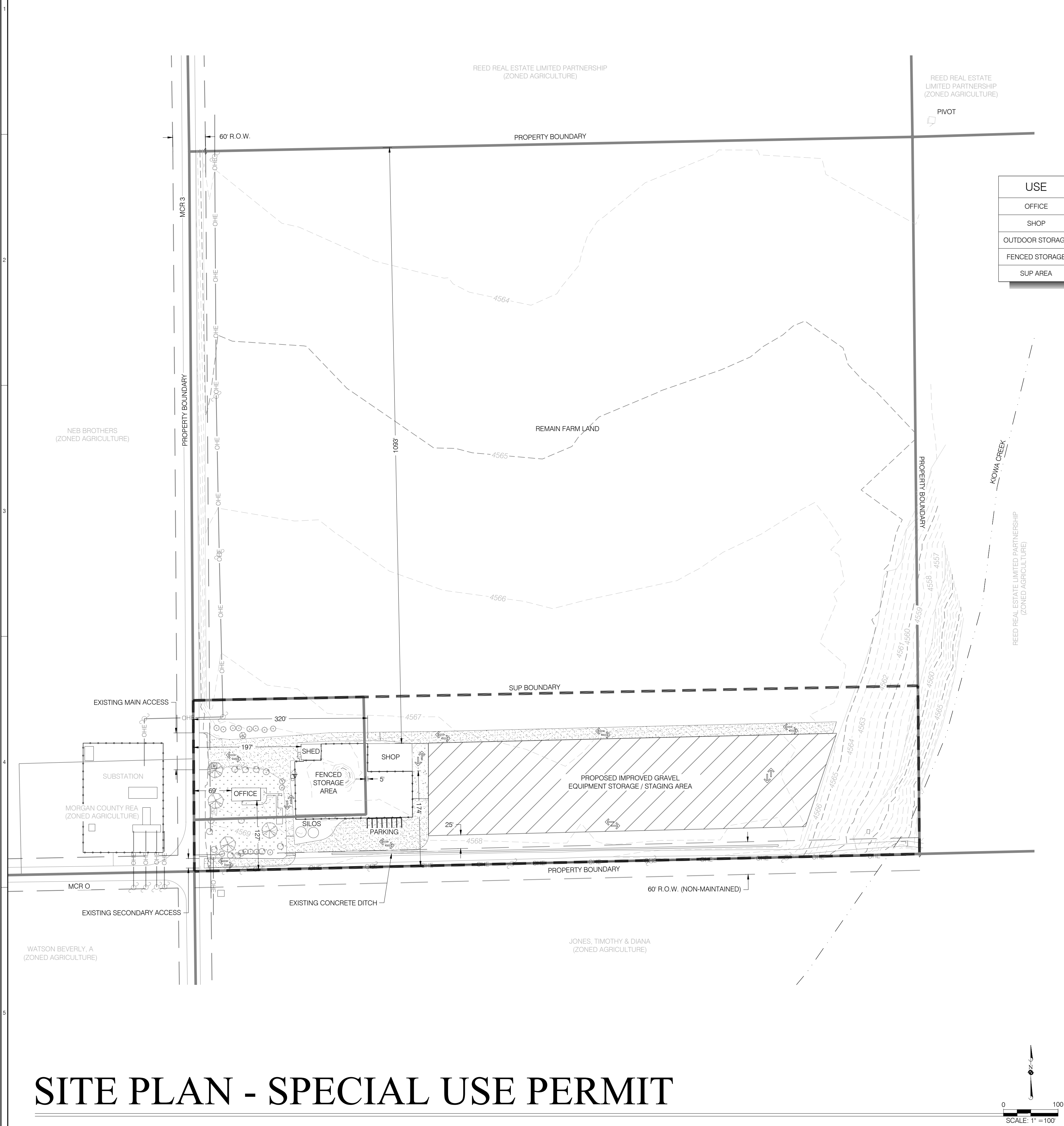
www.agpros.com

IN THE SW 1/4 OF THE SW 1/4 OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 60 WEST OF THE 6TH P.M., MORGAN COUNTY, COLORADO

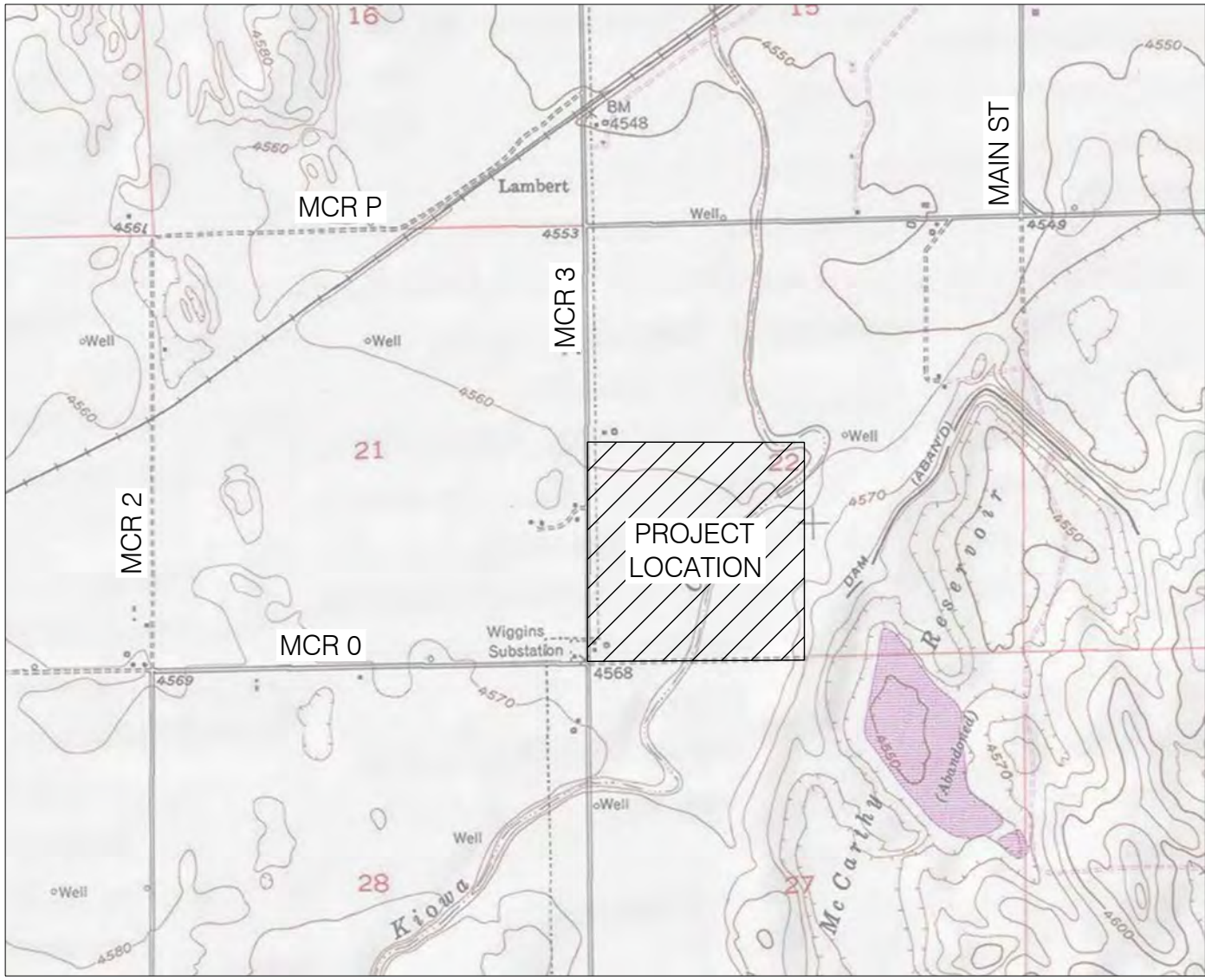


INNOVATIVE PROPERTIES, LTD SITE PLAN - SPECIAL USE PERMIT

IN THE SW 1/4 OF THE SW 1/4 OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 60 WEST OF THE 6TH P.M., MORGAN COUNTY, COLORADO



USE	AREA (SQ.FT.)
OFFICE	1 260.00
SHOP	4 125.00
OUTDOOR STORAGE	122 349.00
FENCED STORAGE	23 711.00
SUP AREA	413 554.00



VICINITY MAP

SCALE: 1" = 2000'

LEGEND

	PROPERTY BOUNDARY		EXISTING GAS METER		DECIDUOUS TREES
	SUP BOUNDARY		EXISTING WATER METER		ORNAMENTAL TREES
	EXISTING GROUND CONTOUR		EXISTING YARD HYDRANT		EVERGREEN SHRUBS
	EXISTING RIGHT OF WAY R.O.W.		EXISTING CONCRETE		
	EXISTING METAL FENCE		EXISTING GRAVEL		
	EXISTING OVERHEAD ELECTRIC		EXISTING TURF		
	EXISTING LIGHT POLE		TRAFFIC CIRCULATION		
	EXISTING UTILITY POLE				

PLANNING COMMISSION CERTIFICATE

The Morgan County Planning Commission has hereby reviewed the Site Plan - Special Use Permit No. _____ this ____ day of _____, 20____.

Chairman

Attest: _____

Secretary

(c)

BOARD OF COUNTY COMMISSIONERS CERTIFICATE

Site Plan - Special Use Permit No. _____

Approved this ____ day of _____, 20____, Board of County Commissioners, Morgan County, Colorado.

Attest: _____

Clerk to the Board

Chairman

CLERK AND RECORDER'S CERTIFICATE

State of Colorado)

) ss.

County of Morgan)

I hereby certify that this instrument was filed in my office at ____ o'clock ____ m., this ____ day of _____, 20____, and is duly recorded in _____.

Recording Fees of _____ are paid.

Clerk and Recorder

Deputy

PROPERTY OWNER'S CERTIFICATION

The undersigned major property owner(s) do hereby agree to the site specific development plan and use by special review development standards as described hereon this ____ day of _____, 20____.

Dennis Jackson for Innovative Properties Ltd.

SURVEYOR'S CERTIFICATE

I, Tyler S. Derman, a duly registered land surveyor in the State of Colorado, do hereby certify that this drawing of the Special Use Permit Area and correctly represents the results of a survey made by me or under my direct supervision.

(date)

Tyler S. Derman,

INNOVATIVE PROPERTIES, LTD
SITE PLAN - SPECIAL USE PERMIT

MORGAN COUNTY, CO

SHEET:

ST-1



AGPROfessionals
DEVELOPERS OF AGRICULTURE

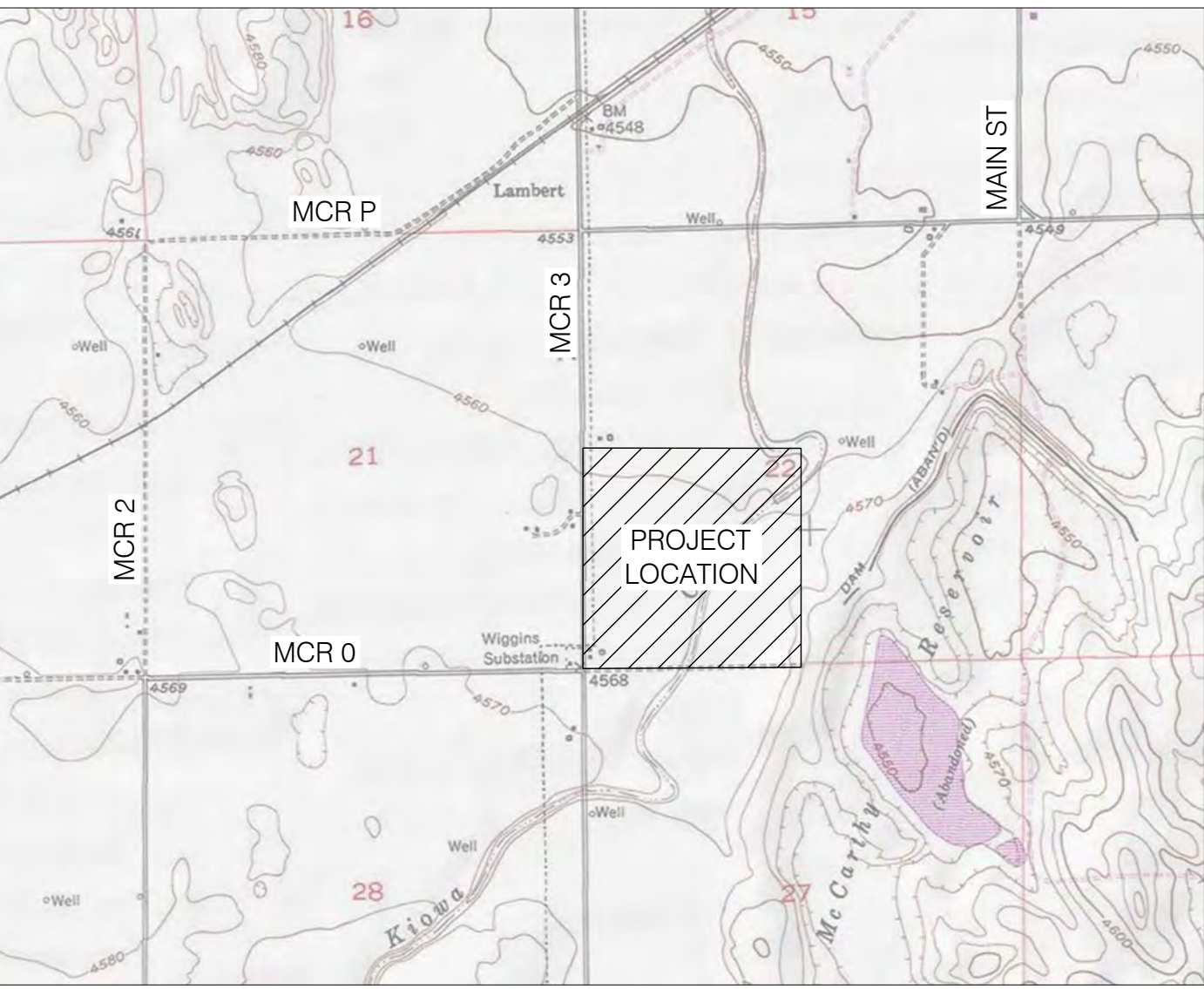
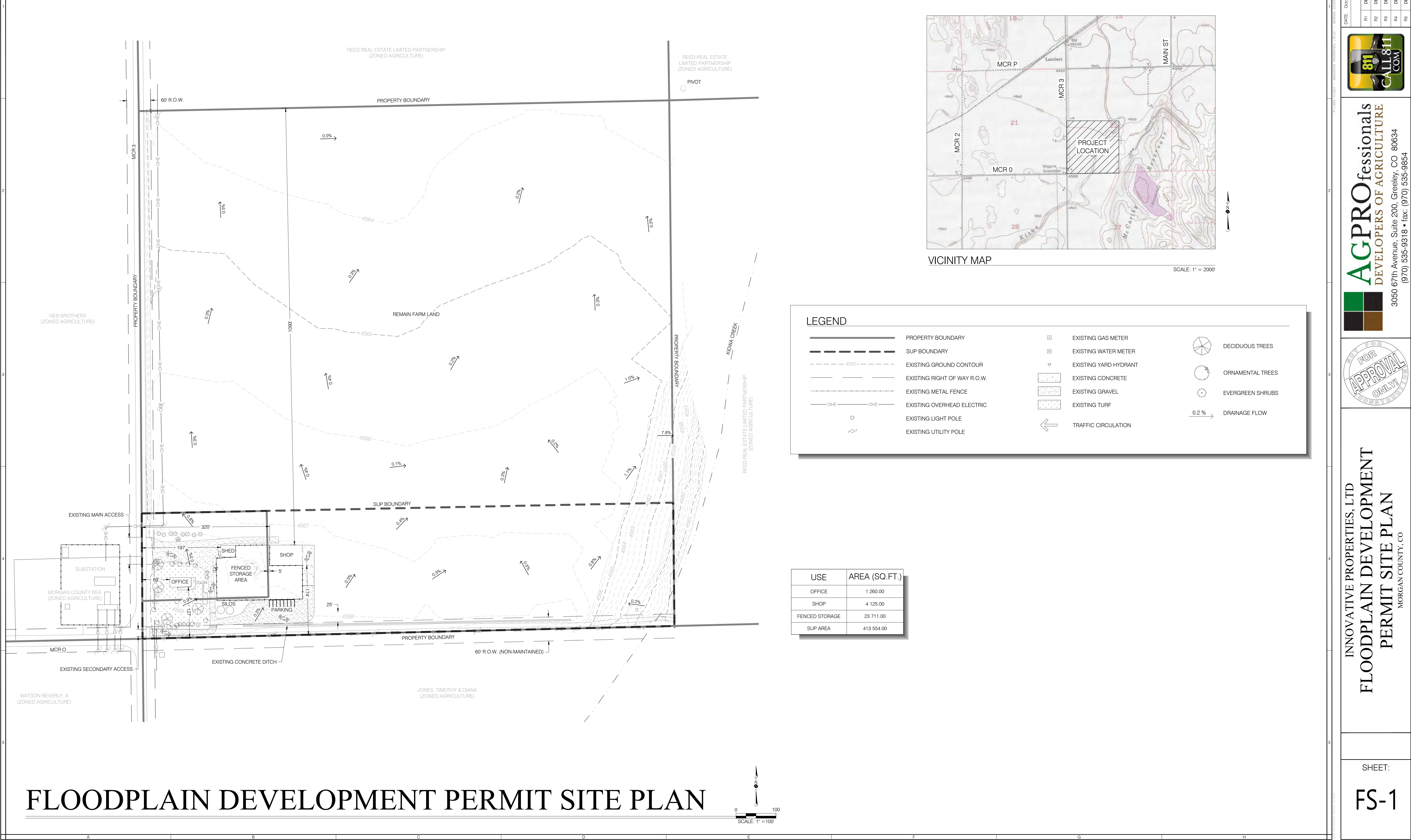
3050 67th Avenue, Suite 200, Greeley, CO 80634
(970) 535-9318 • fax: (970) 535-9884



DATE:	October 14, 2020	DRAWN BY: ALPHO		
REVISIONS:				
R1	DESC			--/--/--
R2	DESC			--/--/--
R3	DESC			--/--/--
R4	DESC			--/--/--
R5	DESC			--/--/--

INNOVATIVE PROPERTIES, LTD FLOODPLAIN DEVELOPMENT PERMIT SITE PLAN

IN THE SW 1/4 OF THE SW 1/4 OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 60 WEST OF THE 6TH P.M., MORGAN COUNTY, COLORADO



VICINITY MAP
SCALE: 1" = 2000'

LEGEND

—

PROPERTY BOUNDARY

SUP BOUNDARY

- - - - - 4565 - - - - -

EXISTING GROUND CONTOUR

EXISTING RIGHT OF WAY R.O.W.

EXISTING METAL FENCE

— OHE — OHE —

EXISTING OVERHEAD ELECTRIC

⊕

EXISTING LIGHT POLE

⊙

EXISTING UTILITY POLE

⊕

EXISTING GAS METER

⊕

EXISTING WATER METER

⊕

EXISTING YARD HYDRANT

EXISTING CONCRETE

EXISTING GRAVEL

EXISTING TURF

TRAFFIC CIRCULATION

DECIDUOUS TREES

ORNAMENTAL TREES

EVERGREEN SHRUBS

0.2 %

DRAINAGE FLOW

USE	AREA (SQ.FT.)
OFFICE	1 260.00
SHOP	4 125.00
FENCED STORAGE	23 711.00
SUP AREA	413 554.00

DATE: October 14, 2020		DRAWN BY: AGPRO	
REVISIONS:			
R1	DESC		-/-/-
R2	DESC		-/-/-
R3	DESC		-/-/-
R4	DESC		-/-/-
R5	DESC		-/-/-



AGPROfessionals
DEVELOPERS OF AGRICULTURE

3050 67th Avenue, Suite 200, Greeley, CO 80634
(970) 535-9318 • fax: (970) 535-9854



INNOVATIVE PROPERTIES, LTD
FLOODPLAIN DEVELOPMENT
PERMIT SITE PLAN
MORGAN COUNTY, CO

SHEET:

FS-1